

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In Re:)	Case No. 15 B 03414
)	
MESHA E. WARE,)	Chapter 13
)	
Debtor.)	Hon. Timothy A. Barnes

**OBJECTION OF SANTANDER CONSUMER USA INC.
TO CONFIRMATION OF DEBTOR'S PROPOSED CHAPTER 13 PLAN**

SANTANDER CONSUMER USA INC. ("Santander"), a creditor herein, by its attorneys, the law firm of Sorman & Frankel, Ltd., respectfully requests this Court, pursuant to Sections 1325(a)(5)(B)(iii), 1325(a)(9) and 1326(a)(1) of the Bankruptcy Code, 11 U.S.C. §§1325(a)(5)(B)(iii), 1325(a)(9), 1326(a)(1) (West 2015), and such other Sections and Rules as may apply, for its Objection to confirmation of Debtor's proposed Chapter 13 Plan, states as follows:

1. On February 2, 2015, Debtor, Mesha E. Ware ("Debtor") filed a Voluntary Petition for Relief (the "Petition") under Chapter 13 of the Bankruptcy Code and proposed Chapter 13 Plan (the "Plan"), which is scheduled for a confirmation hearing on May 11, 2015.

2. As reflected in the documents attached hereto as Exhibit "A", Santander is a secured creditor of Debtor with respect to a certain indebtedness secured by a lien upon a 2006 Chevrolet Monte Carlo motor vehicle bearing a Vehicle Identification Number ("VIN") of 2G1WL16C669327972 (the "Vehicle"). (See Ex. "A"). Debtor purchased the Vehicle on February 15, 2011, *i.e.* more than 910 days prior to the date of commencement of these proceedings.

3. As set forth in the Retail Installment Contract (the “Contract”) attached as part of Exhibit “A”, Debtor was required to tender equal monthly payments to Santander, each in the sum of \$475.92 with an interest rate of 24.99%. (See Ex. “A”).

4. Debtor has not provided Santander or its counsel with proof of a valid insurance policy for the Vehicle identifying Santander as loss payee to protect Santander’s interest in the Vehicle from loss or destruction and there remains a total outstanding balance due to Santander from Debtor in the sum of \$18,806.67.

5. Notwithstanding the foregoing, Debtor’s Plan does not provide for Santander’s secured claim in any manner.

6. In order to comply with the mandate set forth in Section 1325(a)(5)(B)(iii) of the Bankruptcy Code, Debtors are required to propose a Plan that provides equal, fixed monthly payments to Santander in a manner sufficient to satisfy its secured claim.

7. In the alternative, Debtor should be required to either make payments directly to Santander on Santander’s secured claim pursuant to the Retail Installment Contract or surrender the Vehicle to Santander.

8. Debtor’s Plan fails to comply with applicable provisions of the Bankruptcy Code and must provide for and satisfy the objections specified herein to be feasible and provide Santander adequate protection.

WHEREFORE, Santander Consumer USA Inc. respectfully requests this Court to enter an Order, a proposed copy of which is attached as Exhibit “C”, as follows:

A. Denying Debtor’s request for confirmation of the Plan;

B. Requiring that Debtor's Plan be amended to propose monthly payments to Santander on its secured claim, provide for direct payments to Santander pursuant to the terms of the original Contract, or provide for surrender to Santander of Santander's collateral; and,

C. For such other, further and different relief as this Court deems just and proper.

Respectfully submitted,

SANTANDER CONSUMER USA INC.,

Creditor,

By: /s/ Cari A. Kauffman
One of its attorneys

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